

MORTGAGE RECORD 91

FROM
Pearl S. Frey, a widow
 TO
The Lawrence Building and Loan Association
 STATE OF KANSAS, DOUGLAS COUNTY, ss.
 This instrument was filed for record on the 9 day of
February A. D. 1946, at 10:35 o'clock A. M.
Harold A. Beck
 Register of Deeds.
 By _____ Deputy.

THIS INDENTURE, Made this fifth day of February, in the year of our Lord, one thousand nine
 hundred and forty-six between Pearl S. Frey, a widow

of Lawrence in the County of Douglas and State of Kansas
 party of the first part, and The Lawrence Building and Loan Association

WITNESSETH, That the said part V of the first part, in consideration of the sum of _____
Fifteen hundred and no/100 DOLLARS, to her duly paid, the receipt of
 which is hereby acknowledged, has sold, and by this indenture do as Grant, Bargain, Sell and Mortgage to the said part V of the second part,
 the following described real estate situated and being in the County of Douglas and State of Kansas, to-wit:

Lot 122 on New York Street, in the City of Lawrence, Kansas

with the appurtenances and all the estate, title and interest of the said part V of the first part therein.

And the said part V of the first part do as hereby covenant and agree that at the delivery hereof she is the lawful owner of the premises above granted,
 and seised of a good and indefeasible estate of inheritance therein, free and clear of all incumbrance

and that they will warrant and defend the same against all parties making lawful claim thereto.

It is agreed between the parties hereto that the part V of the first part shall at all times during the life of this indenture, pay all taxes or assessments that may be levied
 or assessed against said real estate when the same become due and payable, and that she will keep the buildings upon said real estate insured against fire and tornado in
 such sum and by such insurance company as shall be specified and directed by the part V of the second part, the loss, if any, made payable to the part V of the second part to the
 extent of its interest. And in the event that said part V of the first part shall fail to pay such taxes when the same become due and payable and to keep said premises insured
 as herein provided, then the part V of the second part may pay said taxes and insurance, or either, and the amount so paid shall be part of the indebtedness, secured by
 this indenture, and shall bear interest at the rate of 10% from the date of payment until fully repaid.

THIS GRANT is intended as a mortgage to secure the payment of the sum of _____
Fifteen hundred and no/100

according to the terms of one certain written obligation for the payment of said sum of money, executed on the fifth day of February, 1946,
 and by its terms made payable to the part V of the second part, with all interest accruing thereon according to the terms of said obligation and also to secure any
 or sums of money advanced by the said part V of the second part to pay for any insurance, or as she will keep the buildings upon said real estate insured against fire and tornado in such sum and by such insurance company as shall be specified and directed by the part V of the second part to the extent of its interest and in the event that said part V of the first part shall fail to pay such taxes when the same become due and payable and to keep said premises insured as herein provided then the part V of the second part may pay said taxes and insurance or either and the amount so paid shall be part of the indebtedness secured by this indenture and shall bear interest at the rate of 10% from the date of payment until fully repaid.

And this conveyance shall be void if such payment be made as herein specified, and the obligation contained therein fully discharged. If default be made in such payments or any
 part thereof or any obligation created thereby, or interest thereon, or if the taxes on said real estate are not kept in as good repair as they are now, or if waste is committed on said premises, then this conveyance
 shall become absolute, and the whole sum remaining unpaid, and all of the obligations provided for in said written obligation, for the security of which this indenture is given, shall
 immediately mature and become due and payable at the option of the holder hereof, without notice, and it shall be lawful for the said part V of the second part

to take possession of the said premises and all the improvements thereon in the manner provided by law and to have a receiver appointed to collect the
 rents and benefits accruing therefrom and to sell the premises hereby granted, or any part thereof, in the manner prescribed by law and out of all moneys arising from such sale
 to retain the amount then unpaid of principal and interest, together with the costs and charges incident thereto, and the surplus, if any there be, shall be paid by the party
 making such sale, on demand, to the first part V

It is agreed by the parties hereto that the terms and provisions of this indenture and each and every obligation therein contained, and all benefits accruing therefrom shall extend
 and inure to, and be obligatory upon the heirs, executors, administrators, personal representatives, assigns and successors of the respective parties hereto.

IN WITNESS WHEREOF, The part V of the first part has as hereto set her hand and seal the day and year last above

Pearl S. Frey (SEAL)
 _____ (SEAL)
 _____ (SEAL)
 _____ (SEAL)

STATE OF Kansas } ss.
 County of Douglas

BE IT REMEMBERED, That on this 5th day of February, A.D. 1946, before me, a
 Notary Public in the aforesaid County and State, came
Pearl S. Frey, a widow

to me personally known to be the same person who executed the foregoing instrument and duly acknowledged the
 execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name, and affixed my official seal on the day and year last
 above written.

My commission expires on the 21st day of April, 1946

L. E. Eby
 Notary Public.

RELEASE

I, the undersigned owner of the within mortgage, do hereby acknowledge the full payment of the debt secured thereby, and authorize the Register
 of Deeds to enter the discharge of this mortgage of record. Dated this 5th day of May, 1946

Attest: L. E. Eby Secretary The Lawrence Building and Loan Association
Harold A. Beck Register of Deeds H. C. Bunkman President

This was on the mortgage this 19th day of May 1946

This release was written on the original mortgage entered this 19th day of May 1946

Barley